

EXHIBIT C

**AMENDMENT TO
AMENDED AND RESTATED SHAREHOLDERS AGREEMENT**

Amendment dated as of July 1, 2009 (the "Amendment") to the Amended and Restated Shareholders' Agreement dated as of April __, 2005 (the "Agreement"), by and among Ramones Productions, Inc., a New York corporation (the "Company"), the Estate of Jeffrey Hyman p/k/a Joey Ramone ("Estate of Hyman"), and the John Family Trust of 1997, u/d/t 2/12/97, Linda Cummings, Trustee ("Estate of Cummings"), (Estate of Hyman and Estate of Cummings each, a "Shareholder" and collectively, the "Shareholders").

WHEREAS, Charlotte Leshner, who had been a director and the Chief Executive Officer of the Company and the Executor of the Estate of Hyman, passed away on January 28, 2007;

WHEREAS, Mitchel Hyman is a director of the Company and serves as Executor and sole representative of the Estate of Hyman;

WHEREAS, at the January 2008 Shareholders Meeting, the Estate of Hyman and the Estate of Cummings through their respective directors elected Mitchel Hyman to be an officer of the Company.

WHEREAS, Mitchel Hyman, as sole beneficiary of the Estate of Hyman/Estate of Charlotte Leshner, is successor in interest to all rights and interests in the one hundred (100) shares of Common Stock in the Company previously held by and in the name of the Estate of Hyman (the "Shares"), constituting a fifty (50%) percent ownership interest in the Company (the other 100 shares of Common Stock and 50% interest being owned by the Estate of Cummings).

NOW, THEREFORE, in consideration of the premises and the mutual agreements made and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties do hereby agree as follows:

1. The Company and the Estate of Cummings consent that upon the assignment and transfer of the Shares held by the Estate of Hyman to Mitchel Hyman (it being acknowledged that physical stock certificates have not previously been issued by the Company to any Shareholder), Mitchel Hyman shall be substituted as a shareholder of the Company in the place of the Estate of Hyman for all purposes. Mitchel Hyman agrees, upon such transfer, that the Shares will be subject to the Agreement and otherwise agrees to be bound by the terms and provisions of the Agreement in his capacity as a Shareholder. The Agreement shall be amended and modified to replace the references to the Estate of Hyman with references to Mitchel Hyman.

2. The parties acknowledge that the current director designees on behalf of the Estate of Hyman are Mitchel Hyman and Dave Frey; and the current director designees on behalf of the Estate of Cummings are Linda Cummings and John Cafiero.

3. Section 2(a) of the Agreement is amended and modified to set forth the designated officers of the Company as follows:

<u>Name</u>	<u>Title</u>
Mitchel Hyman	Co-President/Co-Secretary
Linda Cummings	Co-President/Co-Secretary

Neither Mr. Hyman nor Ms. Cummings may act on behalf of, or bind, the Company, with regard to any matter without the mutual consent of the other or the approval of the Company's Board of Directors. In Section 2(b) of the Agreement, the name "Leshner" shall be replaced with the name "Mitchel Hyman." Nothing contained in this Amendment shall in any way limit the right and discretion of the Board of Directors of the Company to further designate and determine the officers of the Company.

4. Mitchel Hyman hereby represents and warrants to the Company and the Trust that he is the sole executor of the Estate and is its sole beneficiary through the Estate of Charlotte Leshner and is legally and duly authorized to act on its behalf. Mr. Hyman and the Estate hereby agree to indemnify and hold harmless the Company and the Trust from any breach of such representation and warranty or should such representation and warranty be or become untrue.

5. Miscellaneous.

Section 14(a) (Notices) of the Agreement is deleted in its entirety and replaced with the following:

- (a) All notices, designations, consents, offers, acceptances, or other communications which may be required or given pursuant to, under or by virtue of this Agreement must be in writing and sent by (a) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, or (b) express mail or courier (for next business day delivery), in each case, to the addresses set forth below, or (c) by personal delivery to the designated party, and shall be addressed, (i) in the case of the Company to: c/o Ira Herzog, CPA, 215 Park Avenue South, #1403, New York, NY, 10003, (ii) in the case of the Estate of Cummings to: c/o John Cafiero, 138 Kearney Avenue, Bronx, NY 10465, with a copy to: Curtis Krasik, K&L Gates LLP, Henry W. Oliver Bldg, 535 Smithfield Street, Pittsburgh, PA, 15222-2312, and (iii) in the case of the Estate of Hyman or Mitchel Hyman to: 115 East 9th Street, Apt. 10J, New York, NY 10003, with copies to Dave Frey, c/o Silent Partner/Red Light Management, 321 East Main Street, Suite 500, Charlottesville, VA 22902, and Michael D. Friedman, Esq., Troutman Sanders, LLP, The Chrysler Building, 405 Lexington Avenue, New York, NY 10174. Any address for the provision

of notice may be changed by giving written notice to the various parties of such change in the manner set forth hereinabove.

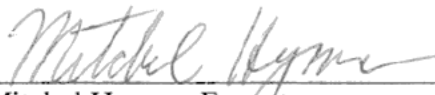
- (b) Neither this Agreement nor this Amendment may be changed, altered or modified except by a writing signed by an authorized representative of each of the Parties.
- (c) This Amendment may be signed in counterparts and shall become effective as if executed in a single, complete document upon its execution by all Parties. Facsimile signatures of the Parties will have the same force and effect as original signatures.
- (d) Except as modified or supplemented by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

RAMONES PRODUCTIONS, INC.

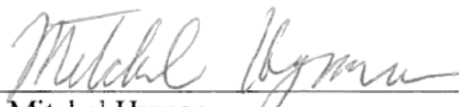
By: _____
Linda Cummings, Co-President

ESTATE OF JEFFREY HYMAN

By: 
Mitchel Hyman, Executor

JOHN FAMILY TRUST OF 1977, u/d/t
2/12/97, Linda Cummings, Trustee

By: _____
Linda Cummings, Trustee


Mitchel Hyman

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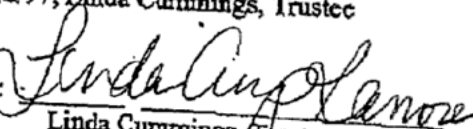
RAMONES PRODUCTIONS, INC.

By: 
Linda Cummings, Co-President

ESTATE OF JEFFREY HYMAN

By: _____
Mitchel Hyman, Executor

JOHN FAMILY TRUST OF 1977, w/d/t
2/12/97, Linda Cummings, Trustee

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